

## Ungson, Nancy C.

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**From:** Duarte, Olivia L.  
**Sent:** Thursday, January 26, 2017 11:48 AM  
**To:** nina.soden@gmail.com  
**Cc:** Dial, Denise L.  
**Subject:** P.O. attached Joseph Swerdzewski and Assoc.  
**Attachments:** VA261-17-P-1088 - 640-C74036.pdf

Hi Nina,

I've attached a hardcopy P.O. for your services at the VA Palo Alto Health Care System. You can schedule this service with Denise, I've included her on this email.

Please reply confirming that you did receive the PO attached.

*Thank you,*

*Olivia Duarte*

Contract Specialist, Services Team 1  
Network Contracting Office, VISN 21  
855 M Street, Suite 1020 ♦ Fresno, CA 93721  
☎ (559) 228-5382 ♦ Fax: (559) 237-8538  
✉ [olivia.duarte@va.gov](mailto:olivia.duarte@va.gov)

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30						1. REQUISITION NO. 640-17-1-4019-0001		PAGE 1 OF 10			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE 01-25-2017		4. ORDER NO. VA261-17-P-1088		5. SOLICITATION NUMBER VA261-17-Q-0245		6. SOLICITATION ISSUE DATE			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Olivia Duarte				b. TELEPHONE NO. (No Collect Calls) 559-228-5382		8. OFFER DUE DATE/LOCAL TIME			
9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Central California Health Care System 2615 E. Clinton Ave. Fresno CA 93703				CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 611699 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB SIZE STANDARD: \$11 Million <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y					
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. PAYMENT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Palo Alto Health Care System 3801 Miranda Ave. Palo Alto CA 94304				CODE		16. ADMINISTERED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Central California Health Care System 2615 E. Clinton Ave. Fresno CA 93703					
17a. CONTRACTOR/OFFEROR JOSEPH SWERDZEWSKI AND ASSOCIATES, LLC JSA 2711 TAMMERACK LN OWENS CROSS ROADS AL 35763		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO BOX 149971 Austin TX 78714-9971 PHONE: FAX:					
TELEPHONE NO.		DUNS: 60339686		DUNS+4:		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN Block 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER											
18. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		See Continuation Page  **PLEASE REFERENCE ORDER NUMBER VA261-17-P-1088 AND OBLIGATION NUMBER 640-C74036 ON ALL INVOICES AND SHIPPING DOCUMENTS**  **PLEASE USE THE OBLIGATION NUMBER 640-C74036 AS THE P.O. NUMBER WHEN SUBMITTING YOUR INVOICE ELECTRONICALLY THROUGH TUNGSTEN NETWORK**  (Use Reverse and/or Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 640-3670152-4019-843100-2555 010043100						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$23,991.55					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) MARK J. MIKUS 140783 Digitally signed by MARK J. MIKUS 140783 DN: cn=mark.j.mikus@va.gov, o=Department of Veterans Affairs, ou=Central Office, email=mark.j.mikus@va.gov, c=US Date: 2017.01.25 08:58:57 -08'00'							
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)				30c. DATE SIGNED				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mark J. Mikus Contracting Officer			
AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE											
STANDARD FORM 1449 (REV. 2/2012) Prescribed by GSA - FAR (48 CFR) 53.212											

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: Nina Soden

b. GOVERNMENT: Contracting Officer 36C261: Mark J. Mikus

Department of Veterans Affairs

VA Sierra Pacific Network (VISN 21)

VA Central California Health Care System

2615 E. Clinton Ave.

Fresno CA 93703

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

FMS-VA-2(101) Financial Services Center

PO BOX 149971

Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

## B.2 PRICE/COST SCHEDULE

### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>Period of Performance: 01/25/17 - 06/25/17</p> <p>Joint training (between Union and VAPAHCS) on the Master Agreement and the Local Supplemental Agreement. Training is for supervisors, HR Specialists, Union officials, union stewards, and managers. Training will be for three 8-hour days. The goal is to train over 400 supervisors in key elements in the Master Agreement and the Local Supplemental Agreement. It includes training materials. The training will take place in May. Human Resources will pay for two days of the training and the local union will pay for the third day of training. Human Resources will pay for the instructor's travel and per diem for three days. We will also pay for return travel and per diem. The local union will pay for per diem for one day. The training will take place using VAPAHCS facilities, so there is no cost involved.</p>	2.00	DY	B(4)	B(4)

0002	Course Materials - The Essential Guide to Federal Labor Relations.	400.00	EA	\$29.0000	\$11,600.00
0003	Shipping and Handling of training materials.	1.00	PG	B(4)	B(4)
0004	Subject Matter Expert course development.	5.00	HR	\$245.1100	\$1,225.55
0005	Editing and printing/packaging of training materials.	4.00	HR	\$104.0000	\$416.00
0006	Travel expenses and per diem for the instructor to Palo Alto, CA from Hampton Cove, AL.	1.00	EA	B(4)	B(4)
				<b>GRAND TOTAL</b>	<b>\$23,991.55</b>

**ACCOUNTING AND APPROPRIATION DATA**

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	640-3670152-4019-843100 Human Resources -2555 Contracts Associated with-010043100	640-17-1-4019-0001 (P)	\$0.00



## SECTION C - CONTRACT CLAUSES

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS	MAY 2015
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS	DEC 2016
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.217-6	OPTION FOR INCREASED QUANTITY	MAR 1989
852.203-70	COMMERCIAL ADVERTISING	JAN 2008

### C.1 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the

Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)



**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR  
ATTACHMENTS**

**STANDARD OF WORK STATEMENT  
FOR  
DVA AND AFGE MASTER AGREEMENT  
AND  
LOCAL SUPPLEMENTAL AGREEMENT  
TRAINING**

**2017**

**VA PALO ALTO HEALTH CARE SYSTEM**

**640-17-1-4019-0001**

## **1. Background**

A. The *Master Agreement between the Department of Veterans Affairs and the American Federation of Government Employees, 2011*, Article 4, Section 2, requires the parties to jointly provide Master Agreement training. The cost of the Master Agreement joint training will be paid by the Department. Training will be done jointly; however, this does not preclude additional training by each party. Any training document will be prepared jointly.

B. VA Palo Alto Health Care Service (VAPAHCS) and AFGE Local 2110 have agreed on an external subject matter expert to provide the training on the Agreements. The external subject matter expert selected to provide the training shall have extensive knowledge in the DVA/AFGE Master Agreement and experience facilitating collective bargaining agreements through the IBB process. The facilitator shall also be proficient in Title 5, Hybrid Title 38, and specifically, Title 38 appointments, in order to address negotiability and grievability aspects of USC 7422.

C. The intended audience of this joint training is local union officials, stewards and representatives, first-level supervisors, managers, and executives; Human Resources Management Officers and specialists.

### **D. Desired outcome**

(1) Improve the understanding of the Master Agreement by both VAPAHCS representatives and AFGE Local 2110 representatives.

(2) Identify topics of agreement and consensus between VAPAHCS representatives and AFGE Local 2110 representatives regarding the Master Agreement and the Local Supplemental Agreement (LSA).

(3) Identify topics for further negotiation and clarification in the LSA

(4) Foster clear and effective communication mechanisms VAPAHCS representatives and AFGE Local 2110 representatives to build better collaboration processes.

(5) Improve the relationship between VAPAHCS representatives and AFGE Local 2110 representatives through collaborative and coordinated training and education activities

(6) Maximize participation in joint training and education across VAPAHCS

(7) Improve access to labor relations training across VAPAHCS

## **2. Scope of Work**

A. The training will be conducted on two consecutive days, in one-day training sessions. Each training session will begin at 8:00 a.m. and end at 4:30 p.m. at a location provided by VAPAHCS.



**B. Topics for the training:**

**The course will cover the following topics:**

- ☐ Overview of the DVA/AFGE Master Agreement
- ☐ Overview of the VAPAHCS/AFGE Local 2110 Local Supplemental Agreement
- ☐ Labor Management Cooperation – as laid out in the labor management agreements
- ☐ Discipline and Adverse Action
- ☐ Employee Rights
- ☐ Performance Appraisal
- ☐ Time and Leave
- ☐ Union Rights and Responsibilities
- ☐ Other specific contract areas as time allows

**C. Presentation Method: Lecture and interactive exercises.**

**D. References Material:** *The Essential Guide to Federal Labor Relations– What You Need to Know to be Successful.*

*The Essential Guide* gives ER/LR Staff, HR Specialist, Managers, and Supervisors and union representatives an in-depth understanding of labor relations concepts to include an entire chapter on collective bargaining. This easy to read comprehensive guide is essential for those actively involved in day-to-day labor relations or ongoing labor-management.

**3. Period of Performance:** The period of performance is: May 2017.

**4. Vendor Responsibilities:** The vendor present expert interpretation of selected topics in the Master Agreement and the Local Supplemental Agreement.

**5. Cost of Services:**

Development and presentation of training for two 1-day sessions, reference book for each attendee, training materials, per diem and travel expenses for the vendor.

**6. Equipment**

VAPAHCS will provide conference rooms and equipment as needed (e.g., computers, projectors, printers) for all IBB sessions. Vendor will connect a contractor-owned IT device (laptop computer) to local audio/visual equipment, but will not connect to server.

**7. Security Requirements**

The C&A requirements do not apply. A Security Accreditation Package is not required.



**Ungson, Nancy C.**

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**From:** Duarte, Olivia L.  
**Sent:** Friday, August 18, 2017 7:21 AM  
**To:** nsoden@jsafed.com  
**Cc:** Dial, Denise L.  
**Subject:** P.O. attached for Joseph Swerdzewski and Assoc.  
**Attachments:** VA261-17-P-2760 - 640-C74099.pdf

Good morning,

I've attached a P.O. for your services at the VA Palo Alto Health Care System. You can schedule this service with Denise, I've include her on this email.

Please reply confirming that you did receive the P.O. attached.

*Thank you,*

*Olivia Duarte*

Contract Specialist, Services Team 1  
Network Contracting Office, VISN 21  
855 M Street, Suite 1020 ♦ Fresno, CA 93721

☎ (559) 228-5382 ♦ Fax: (559) 237-8538

✉ [olivia.duarte@va.gov](mailto:olivia.duarte@va.gov)

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NO. 640-17-4-4019-0128		PAGE 1 OF 17	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE 08/16/2017		4. ORDER NO. VA261-17-P-2760		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Olivia Duarte		b. TELEPHONE NO. (No Collect Calls) 559-228-5382		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Central California Health Care System 855 M Street, Suite 1020 Fresno CA 93721				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 611430 SIZE STANDARD: \$11.0 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO Department of Veterans Affairs VA Palo Alto Health Care System 3801 Miranda Ave. Palo Alto CA 94304				16. ADMINISTERED BY Department of Veterans Affairs VA Sierra Pacific Network (VISN 21) VA Central California Health Care System 855 M Street, Suite 1020 Fresno CA 93721			
17a. CONTRACTOR/OFFEROR JOSEPH SWERDZEWSKI AND ASSOCIATES, LLC JSA 2711 TAMMERACK LN OWENS CROSS ROADS AL 35763 TELEPHONE NO. _____ DUNS: 60339686 DUNS+4: _____		18a. PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO BOX 149971 Austin TX 78714-9971 PHONE: _____ FAX: _____		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page		21. QUANTITY		22. UNIT	
				23. UNIT PRICE		24. AMOUNT	
		When submitting invoices to the Tungsten Network, please reference funding PO 640-C74099					
		(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA 640-3670152-4019-843100-2555 010043100 See CONTINUATION Page				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$18,580.60			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR		30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  MARK J. MIKUS 140783 Digitally signed by MARK J. MIKUS 140783 DN: cn=gov, dc=va, ou=internal, ou=people, o=9.2342, email=mark.j.mikus2@va.gov, cn=MARK J. MIKUS 140783 Date: 2017.08.16 13:53:43 -0700	
						31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Mark J. Mikus Contract Officer	

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## SECTION B - CONTINUATION OF SF 1449 BLOCKS

### B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR: Joseph Swerdzewski and Assoc.

b. GOVERNMENT: Contracting Officer 36C260: Mark J. Mikus

Department of Veterans Affairs

VA Sierra Pacific Network (VISN 21)

VA Central California Health Care System

855 M Street, Suite 1020

Fresno CA 93721

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☐ 52.232-34, Payment by Electronic Funds Transfer—Other Than System For Award Management, or

☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐

b. Semi-Annually ☐

c. Other ☒ Monthly

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

Department of Veterans Affairs

FMS-VA-2(101) Financial Services Center

PO BOX 149971

Austin TX 78714-9971

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

### Labor Relations for Supervisors and Managers Training

#### Statement of Work

#### VA PALO ALTO HEALTH CARE SYSTEM

640-17-14-4019-0109

#### 1. Background

A. The Master Agreement between the Department of Veterans Affairs and the American Federation of Government Employees, 2011, Article 4, Section 2, requires the parties to jointly provide Master Agreement training. The cost of the Master Agreement joint training will be paid by the Department. Training will be done jointly; however, this does not preclude additional training by each party. Any training document will be prepared jointly.

B. VA Palo Alto Health Care Service (VAPAHCS) and AFGE Local 2110 have agreed on an external subject matter expert to provide training to supervisors and managers on Labor Relations as they relate to the Master Agreements and the Local Supplemental Agreement. The external subject matter expert selected to provide the training shall have extensive knowledge in the DVA/AFGE Master Agreement, the Local Supplemental Agreement, and have experience facilitating collective bargaining agreements through the IBB process. The facilitator shall also be proficient in Title 5, Hybrid Title 38, and specifically, Title 38 appointments, in order to address negotiability and grievability aspects of USC 7422.

C. The intended audience of this joint training is all VAPACHS supervisors, managers, and executives.

#### D. Desired outcome

(1) Expand the understanding of the DVA/AFGE Master Agreement and the Local Supplemental Agreement by VAPAHCS supervisors and managers.

(2) Raise the level of compliance with the DVA/AFGE Master Agreement and the Local Supplemental Agreement by VAPAHCS supervisors and managers.

(3) Develop communication techniques to enhance collaboration between VAPAHCS supervisors and managers and AFGE Local 2110 representatives.

(4) Build a stronger relationship between VAPAHCS representatives and AFGE Local 2110 representatives through collaborative and coordinated training and education activities



(6) Maximize participation in joint training and education across VAPAHCS

(7) Increase opportunities for labor relations training across VAPAHCS

## 2. Scope of Work

A. The training will be conducted on five consecutive days, in one-day training sessions of 30 participants each day. Each training session will begin at 8:00 a.m. and end at 4:30 p.m. at a location provided by VAPAHCS.

B. Topics for the training:

- Performance
- Promotions
- Time and Leave
- Details
- Grievances

C. Presentation Method: Small group instruction and interaction.

D. References Material:

The Essential Guide to Federal Labor Relations– What You Need to Know to be Successful, by Joseph Swerdzewski.

Communication and Trust: A Guide to a Successful Work Place, by Joseph Swerdzewski

3. Period of Performance: The period of performance is: September 11-15, 1017.

4. Vendor Responsibilities: The vendor will expertly guide participants through discussions and activities related to the course topics in order to achieve course goals.

5. Cost of Services:

Total estimated cost is \$18,580.61, which including development and presentation of training for five 1-day sessions, training materials, per diem and travel expenses for the vendor.

6. Equipment

VAPAHCS will provide conference rooms and equipment as needed (e.g., computers, projectors, printers) for all classes and will need connection to the VAPAHCS server.

7. Security Requirements

The C&A requirements do not apply. A Security Accreditation Package is not required.

## B.2 PRICE/COST SCHEDULE

### ITEM INFORMATION

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PERIOD OF PERFORMANCE:	5.00	DY	B(4)	B(4)



08/16/17 - 09/29/18  
 Joint training (between  
 Union and VAPAHCS)  
 on the Master Agreement  
 and the Local  
 Supplemental Agreement.  
 Training is for  
 supervisors, HR  
 Specialists, Union  
 officials, union stewards,  
 and managers. Training  
 will be for five  
 consecutive 8-hour days.  
 The goal is to train over  
 150 supervisors in key  
 elements in the Master  
 Agreement and the Local  
 Supplemental Agreement.  
 It includes training  
 materials. The training  
 will take place on  
 September 11 through 15,  
 2017. Human Resources  
 will pay for the  
 instructor's travel and per  
 diem. The training will  
 take place using  
 VAPAHCS facilities, so  
 there is no cost involved.

<b>0002</b>	Training Course Materials to include printing and packaging of materials to include Power-Point presentation and booklet.	5.00	HR	\$104.0000	\$520.00
<b>0003</b>	Travel Time to and from Hampton Cove, AL to Palo Alto, CA.	10.00	HR	B(4)	B(4)
<b>0004</b>	Travel Expenses and per diem for the instructor from Hampton Cove, AL to Palo Alto, CA.	1.00	EA	B(4)	B(4)
<b>0005</b>	Course Book - Communication and Trust - for students attending training.	150.00	EA	\$19.0000	\$2,850.00



## SECTION C - CONTRACT CLAUSES

### ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.203-70	COMMERCIAL ADVERTISING	JAN 2008
<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
852.232-72	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	NOV 2012

#### C.1 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of . Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

#### C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>  
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	JUL 2016
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013

(End of Addendum to 52.212-4)



### **C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JAN 2017)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (10) [Reserved]

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☒ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) [Reserved]

☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2017) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (NOV 2016) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☒ (28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

☐ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

☐ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

☐ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

☐ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)



☐ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

☐ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).

☐ (49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAY 2014) of 52.225-3.

☐ (iii) Alternate II (MAY 2014) of 52.225-3.

☐ (iv) Alternate III (MAY 2014) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (OCT 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

☐ (62)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

☒ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

☐ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☒ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

☒ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).



☒ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

☐ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

☐ (11) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).



- (vii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).
  - (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
  - (ix) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
  - (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (xi) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
  - (xii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
  - (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
  - (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).
  - (xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E. O. 12989).
  - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).
  - (xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.
- (xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).
  - (xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
  - (xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
  - (B) Alternate I (JAN 2017) of 52.224-3.
  - (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxiii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

## **SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

Wage Determination No.: 2015-5641

Revision No.: 3

Date Of Revision: 06/15/2017

State: California

Area: California County of Santa Clara